UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

DTM CORPORATION

and

Case 16-CA-27094

SECURITY, POLICE, FIRE PROFESSIONALS OF AMEERICA, LOCAL 48

RESPONDENT DTM CORPORATION'S EXCEPTIONS TO THE DECISION OF THE ADMINISTRATIVE LAW JUDGE

Respondent DTM Corporation (DTM), by its undersigned counsel, and in accordance with Section 102.46 of the Rules and Regulations of the National Labor Relations Act, hereby submits the following Exceptions to the June 30, 2010, Decision of Administrative Law Judge William N. Cates in the above-referenced matter. In further support of DTM's Exceptions, please see the accompanying Brief. DTM excepts to the ALJ's Decision as follows:

- 1. The ALJ's finding that the Article IX No Strike No Lockout language was overly broad and ambiguous, because there are no limitations on the rule, and there are no explanations or exceptions regarding the circumstances under which the rule will be applied. (ALJ Dec. 7, lines 35-40).
- 2. The ALJ's finding that an employee reading Article IX, No Strike No Lockout, would not reasonably understand that he could not engage in informational picketing even while off duty and on public property without running afoul of its consequences. (ALJ Dec. 7, lines 38-43).

- 3. The ALJ's finding that Article IX, No Strike No Lockout, chilled the employees' exercise of their protected section 7 rights as demonstrated by the fact that they chose not to engage in a scheduled November 2, 2009 informational picket because they feared losing their jobs. (ALJ Dec. 7-8, lines 45-02).
- 4. The ALJ's finding that Article IX, No Strike No Lockout clearly and explicitly prohibits the distribution of literature without limitation. (ALJ Dec. 8, lines 5-7 and 22-25).
- 5. The ALJ's finding that the limitation on leafleting and handbilling is not part of a lawful no-strike provision. (ALJ Dec. 9, lines 4-10).
- 6. The ALJ's finding that the actual course of conduct in the workplace, where employees freely communicate, solicit, and exchange, both orally and in document form, information and materials, is not relevant of a defense. (ALJ Dec. 9, lines 11-20).
- 7. The ALJ's finding that the Company has promulgated and maintained a rule in its collective bargaining agreement that unlawfully restricts the ability of employees to handbill, leaflet or engage in other protected work actions. (ALJ Dec. 9, lines 21-25).

8. The ALJ's holding that the Union, a party to the CBA and the other party that negotiated Article IX, No Strike No Lockout, was not a necessary party to these proceedings.

DATED this 28th day of July, 2010.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of July, 2010, I caused DTM Corporation's Exceptions and Brief in Support of Exceptions to be served by E-mail and Overnight Mail, postage pre-paid, on the following:

Becky Mata Attorney National Labor Relations Board 819 Taylor Street, Room 8A24 Fort Worth, Texas 76102

Scott Kamins